



General Conditions of Contract

1. Contract and Materials

- (a) Save where Special Conditions otherwise provide Contractor shall carry out works referred to in the Specification ("Works") in a proper and workmanlike manner with good quality materials.
- (b) Where Client stipulates use of materials to be supplied by Client or second hand materials the Contractor gives no warranty as to fitness of such materials for their purpose and Client shall satisfy himself in that respect.

2. Third Party Contractors

By entering into a contract with ER Group (the Contractor) you agree that our terms of service and conditions outlined in this agreement (General Conditions of Contract) render any other terms and conditions stipulated by a third-party contractor void. At all times our terms and conditions will supersede those of any third-party contractor.

3. Additional Works

- (a) If Client requests Contractor to carry out work in addition to the Works such additional work shall not be commenced until cost is agreed between parties in writing or if this is impracticable and such work is started Client shall be deemed to have agreed for it to be charged on a day work basis.
- (b) Contractor reserves the right to make charges additional to Contract Price for unforeseen expenditure arising by reason of condition of site or property of Client proving to be materially different from that which could be reasonably assumed on inspection prior to commencement of Works; save in emergency Contractor will not incur such additional charges except in accordance with para (a) above.

4. Minimum Charges

When a prior agreed day rate has been accepted, a minimum charge of £880 + VAT is payable for each day in attendance on site regardless of hours spent.

5. Value Added Tax

Contract Price and any monies payable under clause 2 above shall be exclusive of Value Added Tax which shall be charged where appropriate at rate for the time being applicable.

6. Commencement of Works and Site Availability

Contractor shall commence Works on date specified in Estimate or on such a date as shall be as agreed with Client who shall on the agreed date make site available to Contractor and maintain free access during such times as Contractor shall reasonably require in order to carry out Works.

7. Temporary Roof Coverings

We may at our discretion choose to install a temporary roof cover whilst work is undertaken on your property. Whilst every care will be taken to ensure this is watertight, no liability can be accepted for any water ingress and subsequent damage to your property that may occur.

8. Completion

- (a) Contractor shall complete Works subject to compliance by Client with his obligations and subject to any delays arising outside Contractors control on date specified in Quotation or on such date as he shall be agreed with Client.
- (b) Where any additional work is carried out under clause 2 completion date subject as aforesaid shall be agreed between parties or (in the event that no agreement is made) completion date shall be extended by not less than a number of additional man days worked.



9. Payment

Subject to any specific terms as to payment of Contract Price set out in Estimate where contract period exceeds 2 weeks Contractor shall be entitled to apply for interim payments from Client based upon value of work completed and forthcoming costs i.e. material/staff allocation/procurement and any other future costs. Contractor may apply for first of these payments 2 weeks after commencement of Works and thereafter at intervals of not less than 1 week. Client shall make the payment within 5 working days of such application by Contractor. Deposits are to be paid gross (no deductions) and are on a non-refundable basis.

10. Interest

Any monies for the time being outstanding shall (if the Contractor so demands) carry interest at the rate of 5% per month from date on which same became due for payment until settlement.

11. Insurances

Contractor shall for duration of contract maintain Employers and Public Liability insurance in respect of Works and Client shall insure Works and any building in which they are to be carried out against fire and other perils normally covered by a comprehensive building owners policy.

12. Materials on Site

Materials on site shall be at Client's risk save for loss or damage arising through act or default of Contractor, its Employees, Agents or Independent contractors.

13. Waste Materials

Unless otherwise specified in Quotation all rubbish, waste or other materials removed from site on completion of Works shall be property of Contractor.

14. Ownership of Materials

All materials to be used in connection with Works shall remain Contractor's property until payment in full of all monies owing to Contractor notwithstanding that such materials may have been incorporated in property of Client.

15. Determination of Contract by Client

If Contractor fails to proceed with Works in a proper or diligent manner or leaves site for a period of 7 or more working days without reasonable explanation the Client shall be entitled to determine contract by notice in writing to Contractor.

16. Determination of Contract by Contractor

If Client shall fail to make any payments due or shall unreasonably obstruct execution of any Works then Contractor shall be entitled to determine contract by notice in writing to Client but without prejudice to any claim for payment for the value of work carried to date of determination.

17. Completion and Final Payment

On completion of Works Contractor shall notify Client accordingly and Client shall within 7 days pay the Contractor any balance of the contract price due.

18. Representations

No statement by any employee or independent contractor or Contractor shall affect terms of contract unless confirmed in writing.